

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

DOUGLAS STERNIG,

Plaintiff,

v.

ALLSTATE TEXAS LLOYD'S, INC.,

Defendant.

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CIVIL ACTION NO. 5:16-cv-01152

AGREED MOTION FOR REMAND BASED ON STIPULATION OF DAMAGES

1. Plaintiff Douglas Sternig and Defendant Allstate Texas Lloyd's, Inc., through their undersigned attorneys, hereby file their Agreed Motion for Remand Based on Stipulation of Damages. The parties would respectfully show the Court as follows:

2. A court may remand a case at any time on the basis of a defect in subject matter jurisdiction identified in a Motion for Remand. 28 U.S.C. § 1447(c). The amount in controversy must exceed \$75,000.00 for the court to exercise diversity jurisdiction under 28 U.S.C. § 1332(a).

3. This case was removed based on diversity jurisdiction (Doc. 1).

4. After filing of the removal, Plaintiff has stipulated that he will not seek damages in excess of \$74,999.99, including any damages related to economic damages, consequential damages, punitive damages, statutory damages, attorneys' fees, and any other element of damages exclusive of interest and court costs. Plaintiff agrees neither to seek nor to accept any amount in excess of \$74,999.99 for all damages and attorneys' fees, exclusive of interest and costs, sought from Allstate Texas Lloyd's, Inc., or any person or entity acting on its behalf, in this

case, on any cause of action now asserted or that might be asserted at any time in the future by Plaintiff in relation to the above-entitled cause of action.

5. That the stipulation has been filed with the Court prior to the filing of this Motion.

6. Defendant has accepted and relied upon that stipulation.

7. Based on Plaintiff's written stipulation that the amounts in controversy do not exceed \$74,999.99, exclusive of interest and costs, remand is now appropriate.

8. However, the parties agree that, should Plaintiff violate the foregoing stipulation, then in addition to Defendant's other available remedies such as filing motions for contempt or to enforce the stipulation, Defendant has also reserved the right to seek removal of this case.

CONCLUSION

9. Based on Plaintiff's written stipulation that the amount in controversy does not exceed \$74,999.99, exclusive of court costs, remand is now appropriate. In addition to other remedies, Defendant specifically reserves the right to seek removal again if the Plaintiff ever violates the damages stipulation.

Respectfully submitted,

/s/Thomas C. Mayo

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**ATTORNEYS FOR DEFENDANT
ALLSTATE TEXAS LLOYD'S, INC.**

CERTIFICATE OF SERVICE

This is to certify that on December 5, 2016, a copy of this document was served to all counsel of record via electronic notice and/or certified mail, return receipt requested to:

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/s/ Vanessa A. Rosa

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